

Vincenzo's

808 P Street
Lincoln, Ne 68508

EXHIBIT "A"

Byron Blum
PUBLIC WORKS /ENGINEERING SERVICES
531 Westgate Blvd. Suite 100
Lincoln, Ne 68528

Dear Mr. Blum,

June 8, 2004

This letter is to request "Use of Right of Way" for sidewalk space for Vincenzo's Ristorante located at 808 P street.

This is the second request that I have mailed to you. I am doing so because the dimensions of the area to be used was changed, in fact decreased to ensure that there was enough space between the seating area and a light pole.

When my first request was mailed to you two months ago I had sent a Certificate of Insurance including the City of Lincoln on our policy. Also included was a letter from our landlord, Jon Camp giving approval of the outdoor dining area.

Included in this mailing you will find the required \$5000 bond and the final drawings showing the revised dimensions.

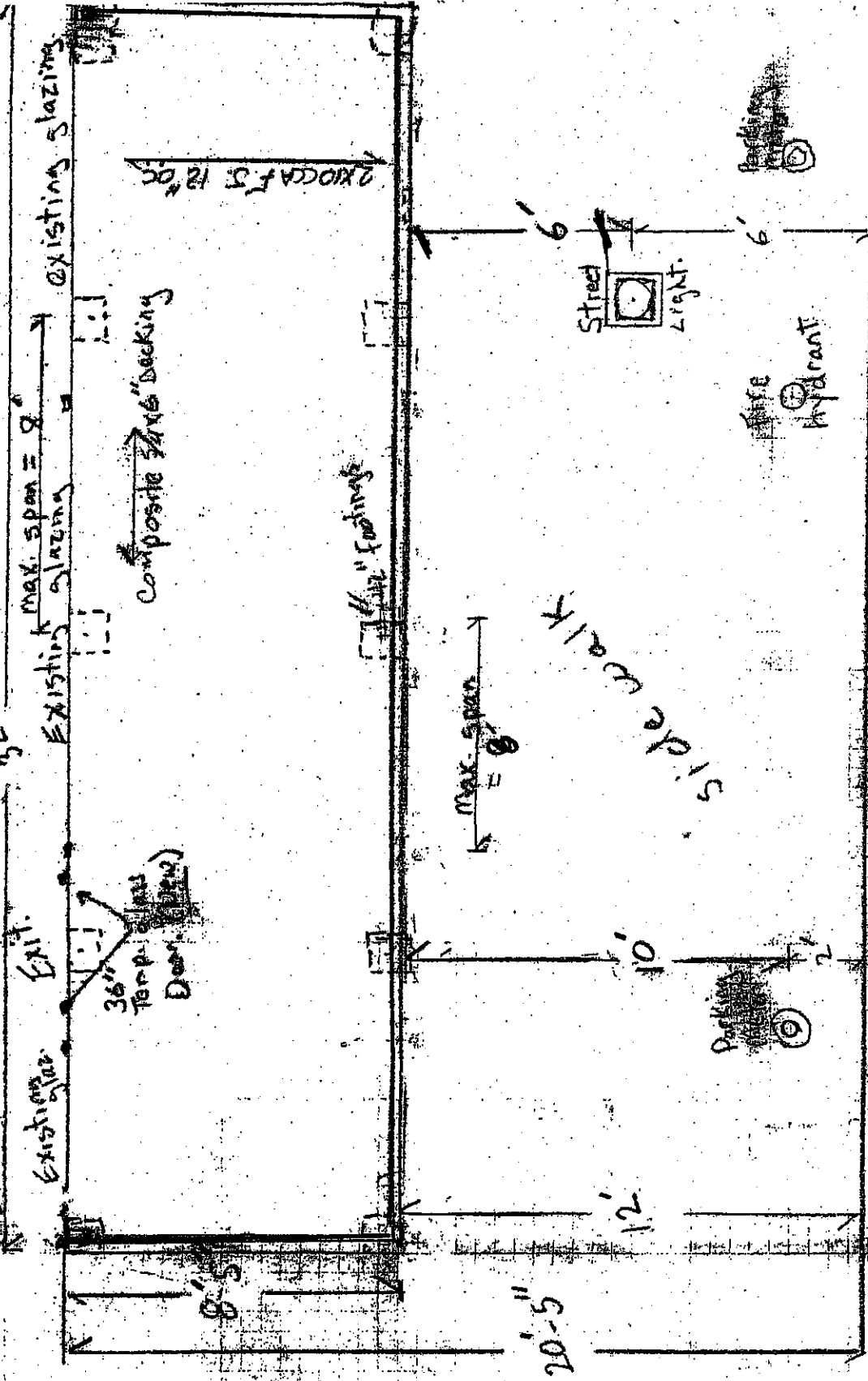
Let me know if there is anything else I need to do. Thank you.

Sincerely,



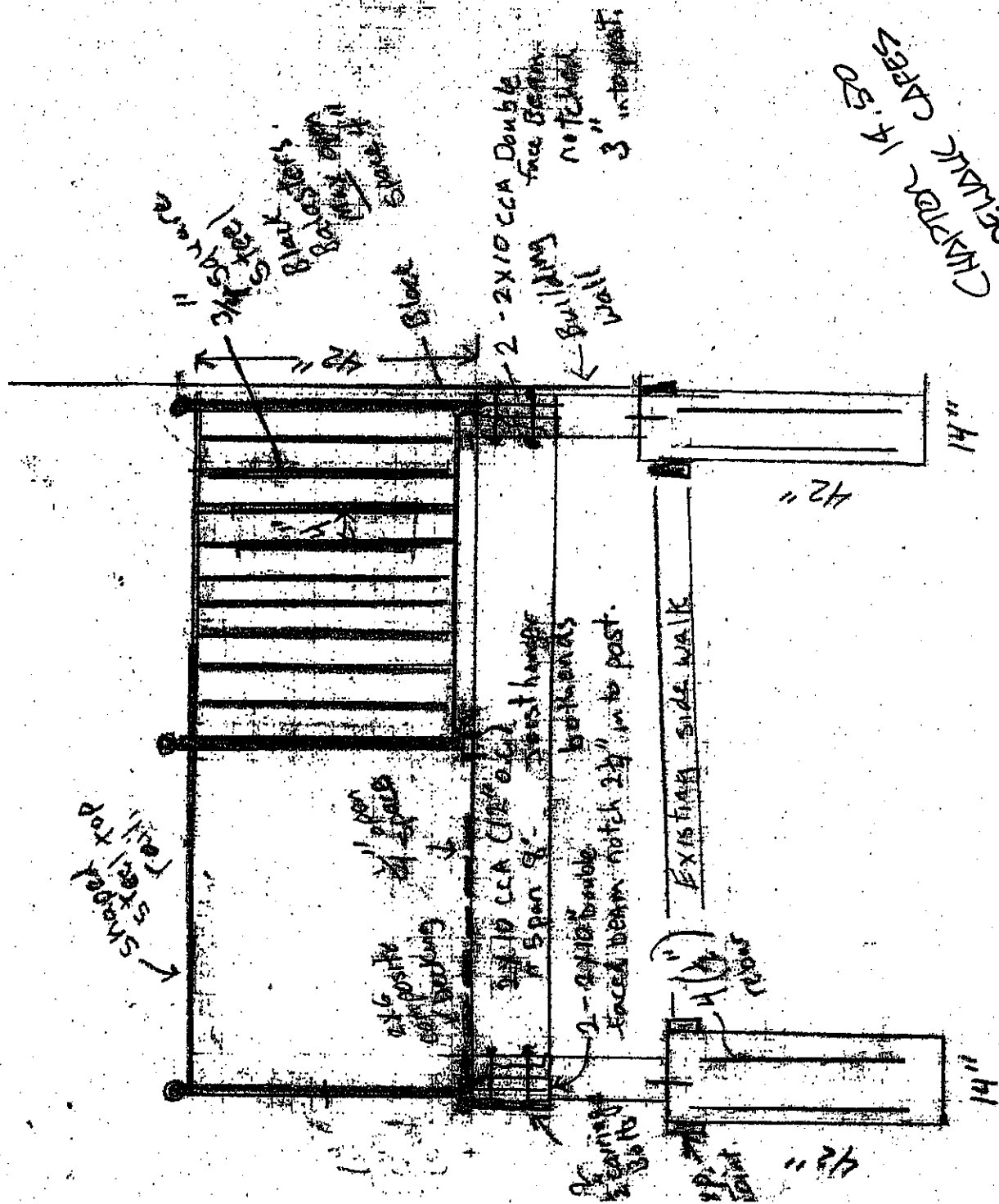
Bill Whitley
Vincenzo's
402-689-5830

Existing Building



Street Curb Line.

1/4" scale



CHAPTER 14.32
 SIDEWALK CAGES

Structural side view
 $\frac{1}{2}$ " scale

DATE (MM/DD/YYYY)
03/01/04

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED

Vincenzo's Inc.
10730 Pacific St ; Suite 233
Omaha, NE 68114

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: Nationwide Insurance

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSR		TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY	ACP7240641129	12/31/03	12/31/04	EACH OCCURRENCE	\$1,000,000
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (EA occurrence)	\$100,000
		<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)	\$5,000
						PERSONAL & ADV INJURY	\$1,000,000
						GENERAL AGGREGATE	\$2,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG	\$2,000,000
		<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					
A		AUTOMOBILE LIABILITY	ACP7240641129	12/31/03	12/31/04	COMBINED SINGLE LIMIT (EA accident)	\$1,000,000
		<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$
		<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
		<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$
		<input checked="" type="checkbox"/> HIRED AUTOS					
		<input checked="" type="checkbox"/> NON-OWNED AUTOS					
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$
		<input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	\$
						AGG	\$
		EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE	\$
		<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$
							\$
		<input type="checkbox"/> DEDUCTIBLE					\$
		<input type="checkbox"/> RETENTION \$					\$
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	ACP7240641129	12/31/03	12/31/04	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	\$100,000
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	\$100,000
						E.L. DISEASE - POLICY LIMIT	\$500,000
		OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
City of Lincoln is listed as additional insured.

CERTIFICATE HOLDER

City of Lincoln
555 S 10th St
Lincoln, NE 68508

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Bond Number 406435**BOND OF OCCUPIER OF PUBLIC SPACE**

KNOW ALL MEN BY THESE PRESENTS, that we, **Vincenzo's, Inc.** of Omaha, Nebraska, as Principal, and **UNIVERSAL SURETY COMPANY**, a corporation duly licensed to do business in the State of Nebraska, as Surety, are held and firmly bound unto the CITY OF LINCOLN, NEBRASKA, in the penal sum of **FIVE THOUSAND DOLLARS (\$5,000.00)**, lawful money of the United States, for which payment well and truly to be made we bind ourselves and our heirs, executors, administrators, legal representatives, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that, whereas, the Principal has made application to the City of Lincoln for permission to occupy space underneath, upon, or above public property at or adjacent to the following described location in the City of Lincoln, Lancaster County, Nebraska, to-wit: **808 P Street, Lincoln, Nebraska.**

NOW, THEREFORE, if the Principal and his heirs, successors, or assigns shall faithfully perform and in all things strictly comply with all conditions which now are or which may hereafter be required by Section 14.54.040 of the Lincoln Municipal Code to be contained in the surety bond specified by said section, which conditions are hereby incorporated by reference and made to apply to the above-described occupation of space, then this obligation shall be void, otherwise to remain in full force and effect until terminated as hereinafter provided.

THIS BOND MAY BE TERMINATED at any time by the Surety upon sending notice in writing, by certified mail, to the city clerk of said City and to the Principal, addressed to them at City of Lincoln, County-City Building, 555 South 10th, Lincoln, Nebraska 68508, and at the expiration of thirty (30) days from the receipt of said notice, this bond shall ipso facto terminate and the Surety shall thereupon be released from any liability for any acts or omissions of the Principal subsequent to said date.

DATED this **3rd** day of **June, 2004.**

Vincenzo's Inc.

By: 

UNIVERSAL SURETY COMPANY

By: 

Jodie D. Carey, Attorney-in-Fact

Approved as to Form:


City Attorney

